

Mr. Johnny Key
Commissioner of Education
Arkansas Department of Education
4 Capitol Mall
Little Rock, AR 72201

**RECEIVED
COMMISSIONER'S OFFICE**

MAR 6 - 2017

Re: Public School Choice

DEPARTMENT OF EDUCATION

Dear Commissioner Key:

Please accept this letter as Jacksonville/North Pulaski School District's (JNPSD) notice that it will not participate in school choice for the 2017-18 school year under the Public School Choice Acts of 2013 and 2015.

JNPSD is a party to the case styled *Little Rock School District v. Pulaski County Special School District, et al.*, Case No. 4:82-cv-866-DPM, Eastern District of Arkansas. The court that maintains jurisdiction over the order is the Western Division of the United States District Court for the Eastern District of Arkansas, at 500 West Capitol Ave., Little Rock, Arkansas.

Attached is a copy of Plan 2000 (Ex. A) (the consent decree that PCSSD and JNPSD are currently required to operate under) and the final settlement agreement that involved the State of Arkansas. (Ex. B.) Paragraphs F(1), (2), and (3) of the settlement agreement controls the movement of students between PCSSD and the Little Rock and North Little Rock School Districts. These paragraphs also control movement of students from JNPSD to LRSD and NLRSD as well. The JNPSD's detachment agreement with PCSSD allocates a proportionate share of these students to JNPSD. That is, of the thirty legal transfers per year of students from PCSSD to LRSD and to NLRSD, roughly twenty-five percent (or 7.5 students) may come from the JNPSD beginning with the 2016-17 school year. In addition, the settlement agreement allows students who remain enrolled in the magnet and M to M programs to complete their education in their level of school in the district to which they transferred. The settlement agreement, the consent decree, and the other orders of the Federal Court in *LRSD v. PCSSD, et al.* are active and in conflict with the school choice provisions under the 2013/2015 School Choice Acts. Student movement under these documents remains under the supervision of the Court in *LRSD v. PCSSD, et al.*

The final settlement agreement also provides that the Districts are subject to the Public School Choice Act of 2013, specifically including "the exemption provisions contained in Ark. Code. Ann. 6-18-1906(a) and (b)" (Repl. 2013). In August of 2016, the U.S. District Court for the Eastern District of Arkansas considered the applicability of the School Choice Act to JNPSD. On August 9, 2016, the Court specifically held that the "parties' 2014 settlement agreement, as embodied in this Court's Consent Judgment, No. 5063, obligates the State Board of Education to honor exemptions from the School Choice Act claimed by...the Jacksonville/North Pulaski School District through the 2018-19 school year." Ex. C, Order. Accordingly, JNPSD will not be participating in school choice for the 2017-18 school year.

If you have any questions about the foregoing, please do not hesitate to contact me.

Best Regards,

A handwritten signature in blue ink, appearing to read "Scott P. Richardson", with a long horizontal flourish extending to the right.

Scott P. Richardson

Partner

scott@mrcfirm.com

cc: Mr. Tony Wood (via email)

THIS SETTLEMENT AGREEMENT ("Agreement") is entered into as of this _____ day of November, 2013, by and between Little Rock School District ("**LRSD**"), Pulaski County Special School District ("**PCSSD**"), North Little Rock School District ("**NLRSD**"), the **Joshua Intervenors**, the Knight Intervenors ("**Knight**"), and the State of Arkansas (the "**State**") (at times hereinafter referred to collectively as the "**Parties**"). At times hereinafter, NLRSD, LRSD and PCSSD are referred to collectively as the "Districts." At times hereinafter the existing settlement agreements and consent decrees among the Parties related to *Little Rock School District v. Pulaski County School District*; et al. USDC No. 4:82-CV-866 and cases consolidated therein (this "**Litigation**") are referred to as the "1989 Settlement Agreement."

This Agreement shall be effective immediately upon the execution of this Agreement by the Parties ("**Effective Date**"), subject only to the approval of the Federal District Court.

A. Unitary Status:

1. The unitary status of PCSSD will be the subject of a separate agreement between the Joshua Intervenors and PCSSD. The Joshua Intervenors have concerns about some areas of PCSSD's unitary status, but the Joshua Intervenors believe that PCSSD is operating in good faith to resolve those concerns. The Joshua Intervenors agree that no State assistance or support beyond that specifically set forth in this Agreement is needed for PCSSD to address the Joshua Intervenors' concerns. Therefore, the Joshua Intervenors agree that acceptance of this Agreement and release of the State on the terms set forth herein is in the best interests of the Joshua Intervenors.

B. Dismissal of Parties

1. Upon approval of this Agreement by the Court: 1) the State, LRSD, and NLRSD will be dismissed with prejudice from this Litigation and 2) LRSD and the Joshua Intervenors will voluntarily dismiss with prejudice the current appeal to the Eighth Circuit Court of Appeals regarding charter school issues.

C. State's Payments Under this Agreement:

1. The State and Districts will make all payments currently scheduled for the 2013-14 school year. Any and all payment obligations of all Parties not pertaining to the 2013-14 school year, to or with all other Parties, under the 1989 Settlement Agreement, prior agreements and orders in this Litigation will cease as of June 30, 2014.

2. Thereafter, the State shall make payments to the Districts each school year in eleven equal installments on a schedule to be determined, which total the following amounts:

2014-2015: LRSD = \$37,347,429
Year 1 NLRSD = \$7,642,338
PCSSD = \$20,804,500

2015-2016: LRSD = \$37,347,429
Year 2 NLRSD = \$7,642,338
PCSSD = \$20,804,500

2016-2017: LRSD = \$37,347,429
Year 3 NLRSD = \$7,642,338
PCSSD = \$20,804,500

3. In Year 4 (the 2017-2018 school year), the State shall make payments to the Districts that shall only be used for academic facilities construction projects as defined in Arkansas Code Annotated § 6-20-2502(2) (Repl. 2013). These payments will be made in the 2017-18 school year in eleven equal installments on a schedule to be determined and will total the following amounts:

2017-2018: LRSD = \$37,347,429
Year 4 NLRSD = \$7,642,338
PCSSD = \$20,804,500

4. The restriction on the use of the Year 4 payments shall not apply to the extent that the Districts have certified to the Arkansas Department of Education the expenditures for academic facilities construction projects that were paid from District funds provided by paragraph C.2. of this Agreement in Years 1-3 (2014-2017).

5. The payments made pursuant to this Agreement will not be considered in determining the State's share of financial participation in local academic facilities projects eligible for State financial participation in any Academic Facilities Partnership Program projects that the Districts may apply for during the term of this Agreement.

6. M to M student transition: The ADE and the Districts will develop a roster of all students enrolled in the M to M program as of January 6, 2014, (excluding students who are 12th graders in 2013-14) according to their host District. Each district's roster will rank students in descending order beginning with students in grade eleven. Each district's roster will then be divided into three equal groups. Group 1 will consist of those students whose names appear in the top one-third of the overall list. Group 2 will consist of those students whose names appear in the second third of the overall list. Group 3 will consist of those students whose names appear in the final third of the overall list. In subsequent years the number of students transitioned into the host District's student counts for purposes of determining regular State aid (currently foundation and categorical funding) will be the number of M to M students remaining in the groupings calculated in 2014. In the 2014-15 school year, the students remaining in the first group in each District's roster will be transitioned into their respective host District's student counts for the purpose of determining regular State aid in the 2015-16 school year. In the

2015-16 school year, the students remaining in the next group in each District's roster will be transitioned into their respective host District's student counts for the purpose of determining regular State aid in the 2016-17 school year. In the 2016-17 school year, the students remaining in each District's roster will be transitioned into their respective host District's student counts for the purpose of determining regular State aid in the 2017-18 school year. The transition of M to M students to ADM shall be completed by December 1 of each respective year. In no event will the State be responsible for paying the Districts either declining enrollment or growth funding because of the transition of the students remaining on the rosters.

7. Magnet student transition: The ADE and the Districts will develop rosters of all PCSSD and NLRSD students enrolled in the magnet program as of January 6, 2014, (excluding students who are 12th graders in 2013-14) according to their host District. Each district's roster will rank students in descending order beginning with students in grade eleven. Each district's roster will then be divided into three equal groups. Group 1 will consist of those students whose names appear in the top one-third of the overall list. Group 2 will consist of those students whose names appear in the second third of the overall list. Group 3 will consist of those students whose names appear in the final third of the overall list. For any magnet students for which PCSSD or NLRSD is receiving regular State aid (currently foundation and categorical funding), these Districts will continue to pay one half of the cost of educating the magnet students from their respective Districts to LRSD. In the 2014-15 school year, the students remaining in the first group in PCSSD and NLRSD's rosters will be transitioned into LRSD's student counts for the purpose of determining regular State aid in the 2015-16 school year. In the 2015-16 school year, the students remaining in the next group in PCSSD and NLRSD's rosters will be transitioned into LRSD's student counts for the purpose of determining regular State aid in the 2016-17 school year. In the 2016-17 school year, the students remaining in PCSSD and NLRSD's rosters will be transitioned into LRSD's student counts for the purpose of determining regular State aid in the 2017-18 school year. In no event will the State be responsible for paying the Districts either declining enrollment or growth funding because of the transition of the students remaining on the rosters.

8. In no event shall the State have any obligation to disburse any funding under this Agreement except as described herein.

9. LRSD, NLRSD, and PCSSD shall each receive \$250,000 for reimbursement of legal fees within ninety days of this Agreement being approved by the District Court. The State stipulates that Joshua Intervenors and the Knight Intervenors are prevailing parties as to the State with regard to certain motions filed subsequent to the 1989 Settlement Agreement that Joshua joined and which were successful against the State and are entitled to reasonable attorney's fees, in the amount of \$500,000 for the Joshua Intervenors and in the amount of \$75,000 for the Knight Intervenors unless contested, in which event the Court may award a reasonable fee unless otherwise agreed upon.

10. Within ninety days of this Agreement being approved by the District Court, the State will transfer title to buses used for Magnet and M to M transportation to the respective operating District of each respective bus.

D. State's Obligations to Terminate:

1. Except as specifically provided in this Agreement, any and all of the State's obligations imposed pursuant to, under the guise of, or in any way related to this Litigation shall forever cease upon execution of this Agreement. As of the last payment under this Agreement, any and all of the State's obligations under this Agreement shall forever cease.

2. The Parties to this Litigation hereby with the execution of this Agreement waive, release, relinquish, and forever discharge the State of Arkansas from any and all federal or state claims, liens, or causes of action, obligation, or liability, known or unknown arising prior to the date of this Agreement, that they have or may have against the State of Arkansas arising out of any claims that were or could have been made in connection with this Litigation or the 1989 Settlement Agreement. The released claims shall specifically include, but not be limited to, any claims for damages, injunctive relief, declaratory relief, attorneys' fees, costs or recovery of any type, against the State of Arkansas including any officers, officials, employees and agents of the State of Arkansas, in their official or individual capacities. In no event shall any party to this Agreement be entitled to any desegregation related payments from the State of Arkansas in excess of those provided for in this Agreement.

3. The jurisdiction of the District Court over the State, LRSD, NLRSD, and Knight is terminated upon the District Court's approval of this Agreement. The only matter over which the U.S. District Court shall have remaining jurisdiction over the State with regard to this Litigation and/or this Agreement after the Effective Date of this Agreement would be in the event that the State fails to pay any amount due under this Agreement.

4. The Parties shall support the District Court's approval of this Agreement, the entry of a Consent Judgment consistent with this Agreement, and the entry of any and all orders necessary to effectuate this Agreement.

5. This Agreement is subject to the review of the Governor, the Legislative Council, the School Boards, and the District Court. If for any reason this Agreement is not approved by the Governor, the Legislative Council, the Districts' Boards, or the District Court, this Agreement will become null and void in its entirety and the Parties agree that this Agreement and all offers, promises, statements and conduct made during negotiation of this Agreement shall be inadmissible as evidence pursuant to Fed. R. Evid. 408.

6. This Agreement was prepared by the joint efforts of the Parties, and it shall be construed without consideration as to which party actually drafted the Agreement.

E. Jacksonville/North Pulaski Area School District

1. The State and the Districts agree that the State may immediately authorize the creation of a Jacksonville/North Pulaski area school district consistent with state law. Any successor district or newly created school district in Pulaski County shall be considered a party to and bound by this Agreement. The State and the Districts do not object to the creation of a Jacksonville/North Pulaski area school district. The State will oppose the creation of any other school districts from PCSSD's territory until PCSSD is declared fully unitary and is released from federal court supervision.

F. School District Obligations

1. Students assigned pursuant to the Magnet or M to M program as of the Effective Date of this Agreement may remain in their assigned schools and assigned District. No new applications will be accepted under the Magnet or M to M Stipulations after the effective date of this Agreement, but students may enroll in the Magnet schools as legal transfers in accordance with paragraph F.3 of this Agreement.

2. Each District shall continue to provide transportation to remaining Magnet or M to M students residing in their District up to and through the 2016-17 school year. Nothing shall prevent the Districts from agreeing to provide transportation to any remaining such students in the 2017-18 school year or thereafter.

3. In addition to the students assigned to Magnet and M to M programs as of the Effective Date of this Agreement, the Districts agree to allow a certain number of legal transfers between the Districts for five consecutive years, beginning in 2014-15, as follows. PCSSD agrees to approve the legal transfers of up to 30 students per year to NLRSD and 30 students per year to LRSD for each of the five years. Siblings of transferred students will be given first priority. If necessary to accommodate siblings of transferred students, PCSSD shall permit the transfer of the affected siblings, but the number of students in excess of the 30 transfers per year limit shall be deducted from the next year's 30 student transfer limit for that District. In no event shall the number of legal transfers from PCSSD exceed 150 students for NLRSD and 150 students for LRSD during the five year period. During this period, PCSSD may consider but is not required to approve legal transfers from NLRSD or LRSD. NLRSD and LRSD agree to approve legal transfers of up to 30 students per year each to the other for each of the five years with the same exception for sibling transfers outlined above. During the five year period, the Districts agree to abide by the terms of Act 1227 of 2013, the Arkansas Public School Choice Act of 2013, including the exemption provisions contained in Ark. Code Ann. 6-18-1906(a) and (b). For students transferred under this provision, the Districts further agree to waive the transfer review at the end of four years, referenced in Ark. Code Ann. 6-18-316(g), and allow the students who have transferred pursuant to Ark. Code Ann. 6-

18-316 to remain in the District to which they have transferred for the remainder of their kindergarten through twelfth grade education if the students so choose. The State and the Districts agree that the transfers allowed in this paragraph will not negatively affect the racial balance of the Districts as referenced in Ark. Code Ann. 6-18-317. If necessary, ADE will provide a waiver of prohibition.

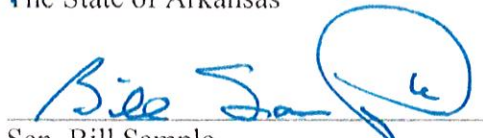
4. Except as specifically provided in this Agreement, any and all of the Parties' obligations imposed pursuant to, under the guise of, or related to this Litigation or the 1989 Settlement Agreement shall forever cease as of the District Court's approval of this Agreement.

5. After any required payment for the 2013-14 school year, LRSD shall have no further obligation to make payments to PCSSD pursuant to Section II, Paragraph O, subparagraphs 3 and 4 of the 1989 Settlement Agreement, or any related orders or agreements.

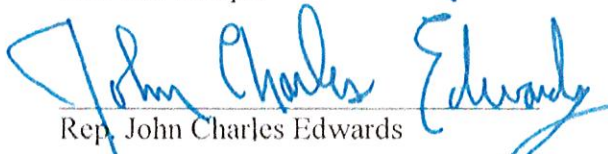
6. The Court will maintain jurisdiction over Joshua and PCSSD as provided in the separate agreement between Joshua and PCSSD.


The State of Arkansas

11-18-13
Date


Sen. Bill Sample

11-19-13
Date


Rep. John Charles Edwards

11-21-13
Date


Little Rock School District

11/18/13
Date


North Little Rock School District

11/19/13
Date

Jeremy Bues
Pulaski County Special School District

November 18, 2013
Date

John A. Walker
Joshua Intervenors

November 18, 2013
Date

Mark Bennetto
Knight Intervenors

11-18-13
Date

**PULASKI COUNTY SPECIAL SCHOOL DISTRICT
PLAN 2000**

DATED November 4, 1999

A. Scope of This Plan

(1) This Plan shall supersede and extinguish all prior agreements and orders in Pulaski County Special School District, U.S.D.C. No. LR-C-82-866, and all consolidated cases related to the desegregation of the Pulaski County Special School District with the following exceptions:

- (a) The Pulaski County School Desegregation case "Settlement Agreement" as revised on September 28, 1989;
- (b) The Magnet School Stipulation dated February 27, 1987;
- (c) Order dated September 3, 1986, pertaining to the Magnet Review Committee;
- (d) The M-to-M Stipulation dated August 26, 1986; and
- (e) Orders of the district court and the court of appeals interpreting or enforcing sections (a) through (d) above to the extent not inconsistent with this Plan.

B. General Obligation

PCSSD shall in good faith exercise its best efforts to comply with the Constitution, to provide that no person is discriminated against on the basis of race, color, or ethnicity in the operation of the PCSSD, and to provide an equal educational opportunity for all students attending PCSSD schools.

C. Assignment of Students

(1) The PCSSD shall continue to implement the current standards for the assignment of students to schools within the district. The PCSSD shall inform the Joshua Intervenors of the documents which set forth the details of the existing plan. This notice shall be provided within 30 days of the court's approval of this Plan.

(2) The PCSSD shall submit not later than October 15 in each school year a report concerning one race classes. The report shall set forth for each such class: (i) the school, (ii) the class including the grade level, (iii) the racial make-up of the class, (iv) a

description of steps taken to eliminate the particular one race class and the reason(s) why this proved to be infeasible. The PCSSD shall submit not later than March 1 of each school year a similar, supplemental report concerning any one race classes in courses commencing in the second semester of the school year.

D. Advanced Placement, Gifted and Talented and Honors Programs

Not later than 45 days after the court's approval of this Plan, the PCSSD shall provide to the Joshua Intervenors the standards then in place for selecting secondary students for and educating them in advanced placement, gifted and talented, and honors programs, including standards to promote racial diversity in these programs. The PCSSD shall include in this submission notices which are used to inform staff members of the relevant standards.

E. Student Assignment; Interdistrict Schools

(1) PCSSD and LRSD shall operate interdistrict schools in accordance with the following:

- (a) PCSSD Interdistrict Schools. PCSSD shall operate Baker Elementary, Clinton Elementary, Crystal Hill Elementary and any new elementary school which may be constructed in the Chenal Valley area as Interdistrict Schools.
- (b) LRSD Interdistrict Schools. LRSD shall operate King Elementary, Romine Elementary and Washington Elementary as Interdistrict Schools.
- (c) Racial Composition. The ideal composition at the interdistrict schools shall be as close to 50%-50% as possible with the majority race of the host district remaining the majority race at the interdistrict school, except that Baker School shall not be subject to this requirement.
- (d) Reserved Seats. PCSSD shall reserve at least 200 seats at Clinton Elementary and up to 399 seats at Crystal Hill Elementary for interdistrict transfer students from LRSD. The District shall also reserve up to half of the seats for LRSD black students in any new Chenal Valley School.
- (e) Recruitment. PCSSD and LRSD agree to implement programs at interdistrict schools designed to attract

interdistrict transfer students and to work cooperatively to recruit interdistrict transfer students to interdistrict schools.

- (f) Outside Students. Interdistrict schools shall be open to students who reside outside Pulaski County where the acceptance of the transfer will assist the interdistrict school in achieving its ideal racial composition.
- (g) Transportation. Transportation shall be provided by the PCSSD for interdistrict transfers from Pulaski County to interdistrict schools.

F. Discipline

(1) The PCSSD will continue to gather data which allows a full assessment of its success in achieving its objective of eliminating racial disparities in the imposition of school discipline. As a foundation for this effort, disciplinary records shall be kept on each student concerning the nature of any discipline imposed (suspension, Saturday school, expulsion, etc.); the teacher and staff member involved; and the school, race, and sex of the student.

(2) Not later than 45 days after the court's approval of this Plan, the Assistant Superintendent for Desegregation shall submit to the Joshua Intervenors, for comment, proposed criteria for identifying, from the data collected: (i) teachers and other staff members who are experiencing problems which require attention; (ii) schools which have atypically high discipline rates; and (iii) schools which have atypically high racial disparities in discipline. The Joshua Intervenors shall have 21 days to provide comments on these proposed criteria. The PCSSD shall then complete the criteria promptly.

(3) The Assistant Superintendent for Desegregation and the Assistant Superintendent for Pupil Personnel shall thereafter provide for and participate in specific efforts to work with teachers and other staff members and the personnel of schools, identified pursuant to the criteria set forth in paragraph 2, to promote achievement of the goal of eliminating racial disparities in school discipline. The Assistant Superintendent for Desegregation shall maintain records showing the specific steps undertaken.

(4) PCSSD shall conduct a comprehensive study of the disciplining of African-American students, particularly male students, at the secondary level. The participants (a minimum of twelve (12)), one-half designated by the Joshua Intervenors and one-half by PCSSD and the PACT and PASS, shall consider the causes for the high rates of discipline for African-American students and possible remedies. The panel shall, among other things: review discipline records to secure an understanding of the circumstances in which African-American students are disciplined; interview and/or survey African-American students regarding their experiences in the system generally and in the

discipline process; and consider the possibility of a relationship between unmet academic needs and discipline rates. The written study shall be completed not later than 150 days after court approval of this Plan and shall provide suggestions for prevention and intervention measures.

(5) The PCSSD shall develop a specific initiative to reduce the rates of discipline in the PCSSD shown in ODM's report dated March 18, 1998. This initiative shall be implemented not later than 150 days after the court's approval of this Plan.

(6) PCSSD shall adhere to the policies set forth in the Handbook for Student Conduct and Discipline, as revised after consultation with the Joshua Intervenors, PACT and PASS, to provide that students are disciplined in a fair and equitable manner. The Assistant Superintendent for Pupil Personnel shall be responsible for determining the fairness of student disciplinary decisions. He will delegate the student hearing function to a single hearing officer who will consider the appeal brought by parents and the position of the administrator making the recommendation and then make a decision based upon equitable factors. An aggrieved student may appeal to the Superintendent of Schools. The Superintendent may review the matter or refer it to the school board for action. The committee approach which utilizes school principals in the student appeal process has been discontinued and will not be reinstituted.

G. Multicultural Education

(1) The PCSSD shall continue its efforts to infuse multicultural instruction in all curriculum areas. All phases of a school's environment (e.g., instructional materials, lesson plans and lessons, library contents, bulletin boards, extracurricular activities, school assemblies, speaker programs, and food services) shall reflect the system's Plan to multicultural education.

(2) A principal activity of the Coordinator for Multicultural Education and the Coordinator's office shall be on-site visits to individual schools to determine whether the system's policy and the provisions of this Plan are being implemented in fact. The Coordinator shall maintain records permitting an evaluation of the status of implementation at each school visited.

H. School Facilities

(1) The PCSSD shall prepare, with the help of consultants, as necessary, a plan so that existing school facilities are clean, safe, attractive and equal. The plan shall

address alternatives for funding its implementation. The Board of School Directors shall approve a plan not later than 150 days after the court's approval of this Plan. The Joshua Intervenors shall be given a 14 day period to comment on the content of the plan prior to its adoption.

(2) An elementary school, located around 145th Street, and a middle school or junior high school in the Crystal Hill\Maumelle area will be built. The Board will address the development of a plan for new school construction during the term of this Plan if funds are sufficient, including its funding, and report its conclusions not later than 150 days after the court's approval of this Plan. Moreover, the PCSSD shall not close schools which are located in predominantly African-American areas absent reasons of compelling necessity (which does not include the opposition of white patrons to attending such schools).

(3) The PCSSD shall notify the Joshua Intervenors of plans for constructing new schools and for adding capacity to existing schools. The notice shall identify the capacity of the proposed facility, the area of the system to be served, and the projected impact on the racial make-up of the students in each school expected to be affected by the new construction. The Joshua Intervenors shall have a period of 14 days in which to provide input concerning each such proposal.

I. Scholarships

Within 30 days from the date that the LRSD successfully establishes its own scholarship program, PCSSD shall establish a bi-racial committee to explore a program for providing college scholarships to designated PCSSD students.

J. School Resources

PCSSD shall design and carry out, in consultation with the Joshua Intervenors, a study to determine whether school resources are allocated equitably among the schools of the district. The resources assessed may include such factors as pupil\teacher ratio; pupil\staff ratio; square feet per pupil; percentage of staff with a masters degree and nine or more years of experience; the turnover rate of certified staff; school size; computer\pupil ratio; per pupil expenditure; volunteer hours per pupil; and donations per pupil. The study shall contain recommendations, where appropriate, to address any problems identified.

K. Special Education

(1) Not later than 45 days after the court's approval of this Plan, the PCSSD shall provide to the Joshua Intervenors the standards then in place for: (i) stressing intervention strategies and regular class modifications in an effort to prevent inappropriate referrals of black males and kindergarten students; (ii) monitoring the folders of all kindergarten students and black students who are being considered as in need of special education under IDEA and Section 504 to insure nondiscrimination in evaluation and placement. The PCSSD shall include in this submission materials which are used to inform staff members of the relevant standards.

(2) The Director of Special Education shall develop a specific plan for additional monitoring each year, by his\her staff, of schools where there are atypically high racial disparities in special education classification, generally or as to black male students. The

PCSSD shall provide a copy of this plan to the Joshua Intervenors, which shall include criteria for identifying schools for monitoring.

L. Staff

(1) The PCSSD shall recruit applicants for each available administrative position, by internal and external means, in a manner designed to communicate, broadly, its availability and to develop a racially diverse pool of applicants. The Assistant Superintendent for Desegregation shall, with the cooperation of the Assistant Superintendent for Personnel, be informed of the make-up of each such applicant pool and they shall have the authority to direct that additional recruitment take place prior to the offering of the position to a particular applicant.

(2) The PCSSD shall engage in recruitment so that new teachers are selected from a racially diverse pool of applicants. The Assistant Superintendent for Desegregation shall monitor the recruitment process so that recruitment is extensive and sustained, and the hiring process so that no policy, practice, or custom has the purpose or the effect of imposing an upward limit on the proportion of black teachers.

(3) The PCSSD shall continue to implement programs, policies and/or procedures which result in an increase in the number of African-American early childhood teachers, primary grade teachers, and secondary core teachers, including offering incentives for African-American teachers to obtain certification in these areas, and to assign those teachers to the PCSSD schools where the greatest disparity exists.

(4) The PCSSD will allocate teachers and other professional staff in a manner which avoids the racial identification of schools.

M. Student Achievement

(1) The PCSSD shall implement the plans designed to improve student achievement, recommended by Dr. Stephen Ross, and shall work with Dr. Ross in their implementation. See Attachment (plans).

(2) The PCSSD shall continue to implement its home-school counselor program.

N. Monitoring

(1) The Assistant Superintendent for Desegregation shall: (i) develop a plan so that he (or she) and his (or her) staff focus their monitoring and compliance efforts on the specific elements of this Plan; and (ii) provide the Joshua Intervenors within 30 days of the court's approval of this Plan a list, geared to the sections of this Plan, identifying the staff member or members with particular responsibilities for its implementation and the position held by each.

(2) Upon reasonable notice, the Joshua Intervenors shall have the opportunity: (i) to examine and secure copies of records relating to the PCSSD's compliance with this Plan, including records identified in this Plan, and (ii) to meet with the Assistant Superintendent for Desegregation or a staff member responsible for a particular part of the implementation of the Plan.

(3) The PCSSD shall submit statistical reports showing the following:

- (a) The enrollment in each school by race;
- (b) The enrollment in gifted and talented programs, honors programs, and advanced placement classes, by school and by race;
- (c) The make-up of special education programs: (i) by disability category, including Section 504, by race, and by sex; and (ii) by school, by race, and by sex; provided that the system may comply with this reporting requirement by providing copies of materials submitted to ADE, as long as they include all information designated in this paragraph;
- (d) For each school and the system, the number of instances of each form of discipline, by race and by sex; for each school and the system, the number of students receiving each form of discipline, by race and by sex;
- (e) The racial make-up, in each school, of (i) the administrators, (ii) the faculty, (iii) other professional staff, and (iv) support staff;
- (f) The racial make-up, by category, of the various categories of administrators, faculty, support staff, and other workers employed in the PCSSD.

The information in all sub-paragraphs other than sub-paragraph (d) shall be submitted not later than November 1 of each year, and the information in sub-paragraph (d) twice a year, not later than 30 days after the end of each semester.

N. Continuing Jurisdiction

(1) General Rule. The district court shall have continuing jurisdiction to address issues regarding compliance with and modifications of this Plan. Nothing in this Plan shall affect the district court's jurisdiction to enforce the Plan in the manner required by the Court of Appeals for the Eighth Circuit.

(2) Process for Raising compliance Issues. Before requesting the district court to exercise its jurisdiction with regard to a compliance issue, the Joshua Intervenors shall follow the procedures set forth below.

- (a) Joshua shall as soon as reasonably practicable give the PCSSD Superintendent or his designee specific written notice which includes the following:
 - (i) the paragraph(s) of the Plan at issue;
 - (ii) the names of all students involved, if any;
 - (iii) the names of all PCSSD agents or employees involved, if any;
 - (iv) all facts of which the Joshua Intervenors are aware relevant to the compliance issue; and
 - (v) a copy of all documents in the Joshua Intervenors' possession relevant to the compliance issue.
- (b) PCSSD shall conduct a reasonable investigation of the alleged noncompliance and shall provide the Joshua Intervenors a written response within a reasonable period not to exceed 30 days from the receipt of written notice from the Joshua Intervenors or such later time as agreed.

- (c) If the Joshua Intervenors are unsatisfied with PCSSD's response, the Joshua Intervenors shall within 15 days of receipt of PCSSD's response submit the compliance issue to the Department of Justice, Community Relations Service, for facilitation of an agreement between the parties.
- (d) If the compliance issue remains unresolved after good faith attempts at facilitation by the Department of Justice, Community Relations Service, the Joshua Intervenors may seek resolution of the issue before the district court. The court may fashion relief.
- (e) Unless and until ordered to do otherwise by the district court, PCSSD shall be free to implement the programs, policies and procedures the party alleges fail to comply with this Plan.

0. The Scope of Compliance Issues

The compliance issues subject to enforcement in accordance with Section N. shall include the PCSSD's implementation of the terms of the Plan, as well as the standards supplied in accordance with this Plan.

P. Court Submission

This Plan shall be submitted to the court for consideration after ratification by a majority vote of the PCSSD Board of School Directors.

Q. Financial Claims

The PCSSD shall continue as a party litigant until its final claims against the state defendants and parties as well as those against LRSD have been fully and finally adjudicated.

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS
WESTERN DIVISION

LITTLE ROCK SCHOOL DISTRICT,
et al.

PLAINTIFFS

v.

No. 4:82-cv-866-DPM

NORTH LITTLE ROCK SCHOOL
DISTRICT, *et al.*

DEFENDANTS

LORENE JOSHUA, *et al.*

INTERVENORS

ORDER

For the reasons stated on the record at the end of the 8 August 2016 hearing, the motion to intervene, *No* 5234, is denied and the motion to enforce, *No* 5223, is granted. (The Court clarifies that it benefitted from the Dulaney's arguments and recognizes the family as *amici curiae* on the motion to enforce.) The parties' 2014 settlement agreement, as embodied in this Court's Consent Judgment, *No* 5063, obligates the State Board of Education to honor exemptions from the School Choice Act claimed by the Pulaski County Special School District and the Jacksonville/North Pulaski School District through the 2018-2019 school year. The State

Board's 15 July 2016 decision granting the Dulaney's' school choice appeal, No 5223-5, is set aside.

So Ordered.

D.P. Marshall Jr.
D.P. Marshall Jr.
United States District Judge

9 August 2016